MEMORANDUM

Agenda Item No. 14(A)(4)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	October 5, 2016
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving Addendum Number Two to Agreement for Water and Sanitary Sewage Facilities with FDG Hialeah, LLC, SFLC Building 1, LLC, SFLC building 2, LLC, SFLC Building 3, LLC, SFLC Building 4, LLC, SFLC Building 5, LLC and SFLC Building 6, LLC; and authorizing County Mayor to execute and exercise provisions contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

Abigail Price-Williams
County Attorney

APW/lmp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

✓ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
10-5-16

RESOLUTION NO. _____

RESOLUTION APPROVING ADDENDUM NUMBER TWO TO AGREEMENT FOR WATER AND SANITARY SEWAGE FACILITIES WITH FDG HIALEAH, LLC, SFLC BUILDING 1, LLC, SFLC BUILDING 2, LLC, SFLC BUILDING 3, LLC, SFLC BUILDING 4, LLC, SFLC BUILDING 5, LLC AND SFLC BUILDING 6, LLC; AND AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND EXERCISE PROVISIONS CONTAINED THEREIN

WHEREAS, FDG Hialeah, LLC, SFLC Building 1, LLC, SFLC Building 2, LLC, SFLC Building 3, LLC, SFLC Building 4, LLC, SFLC Building 5, LLC and SFLC Building 6, LLC are developers (collectively, "Developer") of a parcel of land located between N.W. 69th Avenue and Ludlam Drive and between Rosedale Drive and NW 31-33 Street, within the Cities of Miami Springs and Virginia Gardens, Miami-Dade County, Florida, which parcel shall be known as the South Florida Logistics Center (see Shaded Area of Exhibit 1 attached hereto); and

WHEREAS, the South Florida Logistics Center project is currently contemplated to include the development of 1,586,353 square feet of industrial warehouse space and 54,152 square feet of office building space over a period of fifteen (15) years; and

WHEREAS, the Developer executed a Water and Sanitary Sewerage Facilities Agreement ("Facilities Agreement") in November 2012 pursuant to the Water and Sewer Department's Rules and Regulations and Chapter 32 of the Miami-Dade County Code; and

WHEREAS, in December 2013, the Developer executed Addendum Number One to the Facilities Agreement through which the standard one-year term for such agreements was extended to a term of fifteen (15) years; and

WHEREAS, Addendum Number One was approved by this Board on December 3, 2013 by Resolution No. R-1004-13; and

WHEREAS, in September 2016, the Developer executed Addendum Number Two to the Facilities Agreement (hereinafter, "Addendum Number Two"); and

WHEREAS, through Addendum Number Two, the Developer intends to change the size of the development from: (1) a 1,000,000 square foot industrial warehouse to a 1,586,353 square foot industrial warehouse and (2) a 100,000 square foot office space to a 54,152 square foot office space; and

WHEREAS, through Addendum Number Two, the Developer has increased the footprint of land on which the South Florida Logistics Center will be built so that the project will now span from N.W. 69th Street to the west, Ludlam Drive to the east, Rosedale Drive to the north and approximately N.W. 31-33 Street to the south; and

WHEREAS, in addition to the change in the size and expansion of the location of the South Florida Logistics Center, Addendum Number Two also includes updates in the standard contract language that have been made by the County since the Facilities Agreement and Addendum Number One were approved by the Board,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this Resolution and approved.

Section 2. The Board approves Addendum Number Two to the Agreement for Water and Sanitary Sewerage Facilities with FDG Hialeah, LLC, SFLC Building 1, LLC, SFLC Building 2, LLC, SFLC Building 3, LLC, SFLC Building 4, LLC, SFLC Building 5, LLC and SFLC Building 6, LLC, in substantially the form attached hereto as Exhibit 2 and made a part hereof and authorizes the County Mayor or County Mayor's designee to execute the Addendum and exercise the provisions contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of October, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

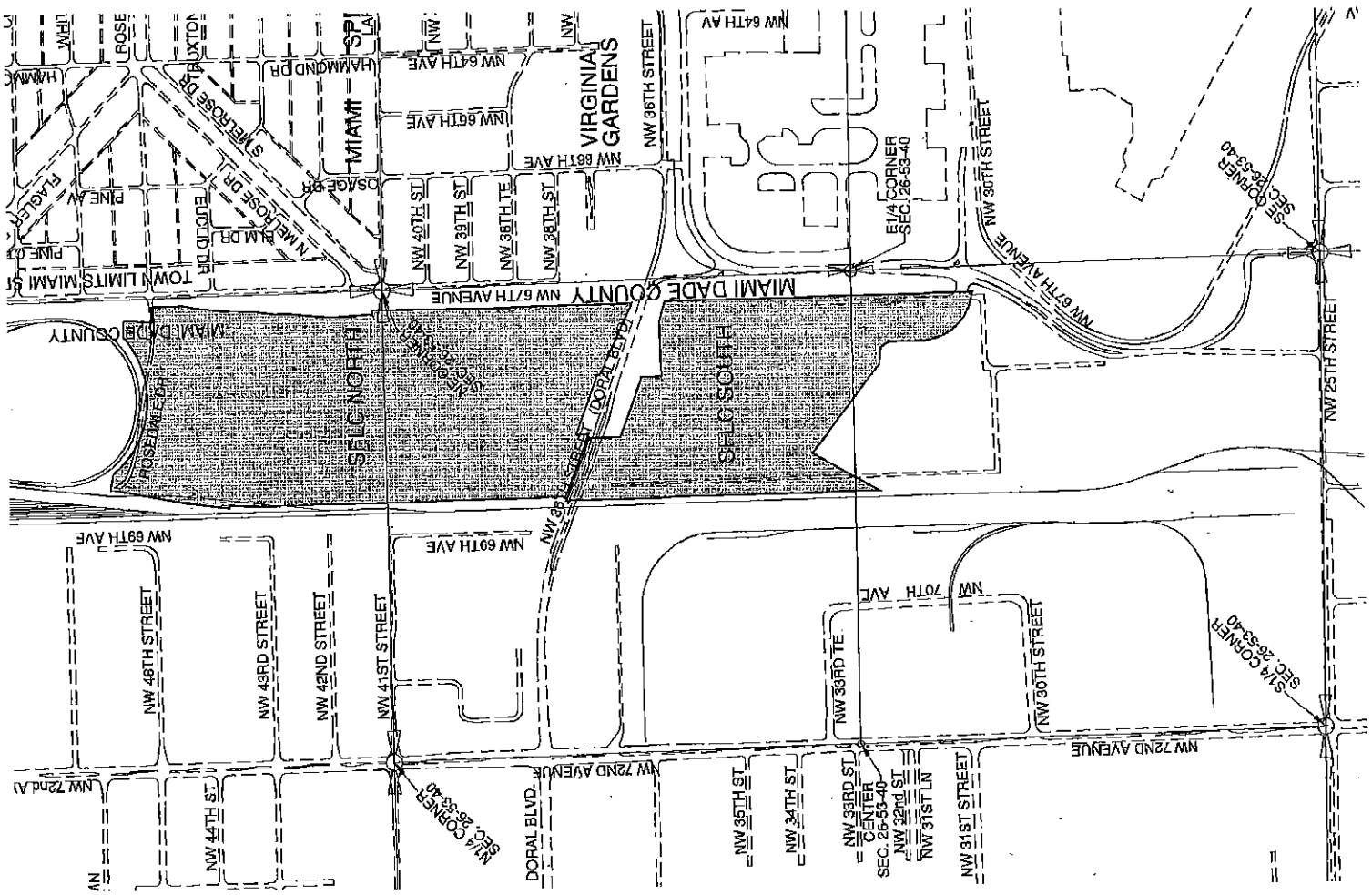
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. SED

Sarah E. Davis



6

EXHIBIT

tabbies

1

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

ADDENDUM NUMBER TWO
TO
AGREEMENT
FOR
WATER AND SANITARY SEWAGE FACILITIES
FOR
SOUTH FLORIDA LOGISTICS CENTER
BETWEEN
MIAMI-DADE COUNTY
AND
FDG HIALEAH, LLC,
AND
SFLC BUILDING 1, LLC,
AND
SFLC BUILDING 2, LLC,
AND
SFLC BUILDING 3, LLC,
AND
SFLC BUILDING 4, LLC,
AND
SFLC BUILDING 5, LLC,
AND
SFLC BUILDING 6, LLC,

This instrument prepared by:

Nora Palou
Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33146-2221

EXHIBIT
2

THIS ADDENDUM, made and entered into this ____ day of _____, 2016, by and between **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the **"COUNTY"**, and **FDG Hialeah, LLC**, a Delaware limited liability company, and **SFLC Building 1, LLC**, a Delaware limited liability company, and **SFLC Building 2, LLC**, a Delaware limited liability company, and **SFLC Building 3, LLC**, a Delaware limited liability company, and **SFLC Building 4, LLC**, a Delaware limited liability company, and **SFLC Building 5, LLC**, a Delaware limited liability company, and **SFLC Building 6, LLC**, a Delaware limited liability company hereinafter collectively designated as the **"DEVELOPER"**;

WITNESSETH

WHEREAS, the **COUNTY** and the **DEVELOPER** entered into an **Agreement** for **The Construction of Water and Sanitary Sewage Facilities** for **"SOUTH FLORIDA LOGISTICS CENTER, ID# 20724"** dated **November 19, 2012**, recorded in Official Records Book **28367** at Page **4118** of the Public Records of Miami - Dade County, Florida, hereinafter referred to as **"The Agreement"**, and

WHEREAS, the **COUNTY** and the **DEVELOPER** entered into **Addendum Number One** to **The Agreement** dated **December 17, 2013**, recorded in Official Records Book **28957** at Page **3701** of the Public Records of Miami-Dade County, Florida, hereinafter referred to as **"Addendum Number One"**, and

WHEREAS, **The Agreement** and **Addendum One** contemplates the development of **South Florida Logistics Center** over an extended period of fifteen (15) years (the "Buildout Period") as per Board of County Commission (BCC) Resolution R-1004-13 adopted December 3, 2014; and

WHEREAS, the **DEVELOPER** desires to make certain modifications to **The Agreement**, as amended by **Addendum One**; and

WHEREAS, the **COUNTY** is willing to enter into this **Addendum Two** provided that the **DEVELOPER** abides by any policies or standards of the **COUNTY** which have been revised since the date of **The Agreement**, and **Addendum One**; and

WHEREAS, the **DEVELOPER** is willing to abide by such policies or standards as specified in this **Addendum Two**;

NOW, THEREFORE, in consideration of the mutual covenants entered into between the parties hereto to be made and performed, and in consideration of the benefits to accrue to each of the parties hereto, it is covenanted and agreed to as follows:

1. **Paragraph 3 of The Agreement** is hereby modified to read as follows:

DEVELOPER ACKNOWLEDGMENT. The **DEVELOPER** hereby acknowledges and agrees that any right to connect the **DEVELOPER'S** property to the **COUNTY'S** sewage system is subject to the terms, covenants and conditions set forth in court orders, judgments, consent orders, consent decrees and the like entered into between the **COUNTY** and the United States, the State of Florida and/or any other governmental entity, including but not limited to, the Consent Decree entered on April 9, 2014, in the United States of America, State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM, as well as all other current, subsequent or future enforcement and regulatory actions and proceedings.

2. **Paragraph 4 of The Agreement** is hereby modified to read as follows:

PROVISION OF SERVICE AND CONNECTION CHARGES. The **COUNTY** will provide an adequate domestic water supply for the **DEVELOPER'S** property and will receive and dispose of sanitary sewage from the **DEVELOPER'S** property. The **DEVELOPER** shall pay water and sewer connection charges for all those units to be constructed on the **DEVELOPER'S** property subject to the limitations specified herein. The **DEVELOPER** acknowledges that, to the extent that water or sewer service will ultimately be rendered to the **DEVELOPER'S** property by a volume customer, the **DEVELOPER** is a new retail user provided water or sewer service from a volume customer, and acknowledges that it is responsible for payment of connection charges; however, in the event that water or sewer service is provided directly by the **COUNTY**, the **DEVELOPER** acknowledges that it is a new retail customer of the **COUNTY** and accordingly also liable for payment of connection charges. The **DEVELOPER** may be considered both a new retail customer and a new retail user provided service by a volume customer in the event that the **COUNTY** provides water service to the **DEVELOPER'S** property and a volume customer provides sewer service, or vice-versa. The connection charges are based on the average daily gallons for the various building units and/or use as shown on **Exhibit "B"** attached hereto and made a part hereof, and as revised by the **COUNTY** from time to time, multiplied by the applicable rates established by the **COUNTY**. The **DEVELOPER** intends to construct and connect one million five hundred eighty-six thousand three hundred fifty-three (1,586,353) square feet of industrial warehouse space, and fifty-four thousand one hundred fifty-two (54,152) square feet of office space, representing total average daily gallonage of eighteen thousand five hundred seventy-one (18,571) gallons, resulting in combined water and sewer connection charges in the amount of one hundred twenty-nine thousand eight hundred eleven dollars and twenty-nine cents ($129,811.29). However, water and sewer connection charges shall be calculated at the rates in effect at the time of actual connection to the **COUNTY'S** water and sewer systems. The **DEPARTMENT'S** current connection charge rates are one dollar and thirty-nine cents ($1.39) and five dollars and sixty cents ($5.60) per gallon per day for water and sewer, respectively. The water and sewer connection charge rates are subject to revision by the Board of County Commissioners at any time. The **DEPARTMENT** shall not, under any circumstances, render water and/or sewer service to the **DEVELOPER'S** property until such time as the fees and/or charges specified herein have been paid in full.

3. **Paragraph 6** of **The Agreement** is hereby modified to read as follows:

POINTS OF CONNECTION. The **DEPARTMENT** shall provide points of connection to the **DEVELOPER** based on the project as specified in the Agreement. The **DEVELOPER** shall provide plans for the **DEPARTMENT'S** review based on the points of connection. Points of connection shall not be changed without prior approval by the **DEPARTMENT**. Other points of connection may be established subject to approval of the **DEPARTMENT**.

4. **Paragraph 22** of **The Agreement** is hereby modified to read as follows:

DRAWINGS AND CONVEYANCE DOCUMENTS. Following completion of the water and sewer facilities contemplated herein for **COUNTY** ownership, the **COUNTY** shall provide a conveyance package for execution by the **DEVELOPER**. The properly executed documents shall be delivered to and accepted by the **COUNTY** prior to the rendition of water and sewer service by the **COUNTY**. The **DEVELOPER** shall pay for all recording fees and for all documentary stamps. These conveyances shall be accompanied by copies of paid bills and lien waivers, releases, or satisfactions from all persons who performed work on the **DEVELOPER'S** property and all persons who incorporate materials into the property, together with a breakdown of the actual cost of said facilities. Concurrently, the **DEVELOPER** shall furnish the **COUNTY** with as-built drawings which meet the requirements set forth in the latest revision of the **DEPARTMENT'S** "Rules and Regulations and shall be in accordance with the latest revision of the **DEPARTMENT'S** "Design and Construction Standard Specifications and Details", and shall be subject to approval by the **DEPARTMENT**. Approval by the **COUNTY** of all required documents and drawings shall constitute final acceptance by the **COUNTY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **COUNTY** and under the exclusive control and operation of the **COUNTY**

5. **Paragraph 25** of **The Agreement** is hereby modified to read as follows:

INDEMNIFICATION CLAUSE. The **DEVELOPER** or **Fee Owner**, as applicable, shall indemnify and hold harmless the **COUNTY** and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **COUNTY** or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **DEVELOPER** or **Fee Owner**, as applicable, or its employees, agents, servants, partners, principals, contractors and/or subcontractors, except where the cause of action arises solely as a result of the negligence of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the **COUNTY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon, except where the cause of action arises solely as a result of the negligence of the **COUNTY**. The **DEVELOPER** or **Fee Owner**, as applicable, expressly understands and

agrees that any insurance protection required by this Agreement or otherwise provided by the **DEVELOPER** or **Fee Owner**, as applicable, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **COUNTY** or its officers, employees, agents and instrumentalities as herein provided. The provisions in this clause shall survive the termination or expiration of this Agreement until the expiration of any applicable statute of limitations for each claim.

6. **Paragraph 30** of **The Agreement** is hereby modified to read as follows:

PRIVATE SEWAGE FACILITIES. The **DEVELOPER** shall bear the full expense of all private sewage facilities including plumbing. Said facilities shall be owned, operated and maintained by the **DEVELOPER**, its successors, and/or assigns. Private sewage facilities are hereby defined as all facilities not located within dedicated rights-of-way or **COUNTY** owned easement areas. The **DEVELOPER** agrees that it shall disconnect its private sewage pumping stations and sewer force mains and connect to the **COUNTY'S** future gravity sewer mains when such mains are located in a right-of-way or easement adjoining the **DEVELOPER'S** property and is available for connection. The cost of this work shall be borne solely by the **DEVELOPER**. Further, the **DEVELOPER** agrees that it shall pay its proportionate share of the cost of the construction of the future sanitary sewer collection system abutting the property herein described. As a condition of the **COUNTY'S** allowance of three (3) private sewage pumping stations/on-site sewage collection systems located in the northern and southern portion of this property, the **DEVELOPER** agrees to execute a covenant in lieu of unity of title in forms approved by the **COUNTY**. The executed documents shall be delivered to the **COUNTY** with the execution of this Agreement.

7. **Paragraph 33** of **The Agreement** is hereby modified to read as follows:

ASSIGNMENT OF AGREEMENT. It is expressly understood by the **DEVELOPER** and the **COUNTY** that this is a Master Agreement and that portions of the **DEVELOPER'S** property that maybe owned by other entities, all of whom have had joined into this Agreement, and associated water service and sewage disposal improvements may be conducted by those entities. The **DEVELOPER** and the **DEPARTMENT** recognize that, in those instances, this Agreement may be assigned in part to such other entities or that there may be a need for such entities to enter into a Sub-ID agreement and/or execute a covenant in lieu of unity with the **DEPARTMENT** as required. Every **ASSIGNEE** assumes the duties and obligations of the **DEVELOPER**, as applicable, under the Master Agreement and is entitled to the rights under the Master Agreement as determined, to take effect on the effective date of the assignment. No right to any water service and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed, in whole or in part, to any other party without the express written consent of the Director of the **DEPARTMENT** or his designee except as noted below. The consent of the **DEPARTMENT** shall not be required in connection with the sale, lease or other conveyance of property or any residential units or commercial establishments to any party who will be the ultimate user of the property, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent

of the **DEPARTMENT** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such **DEVELOPER'S** property as an investment for resale or who intends to develop for sale a portion of the **DEVELOPER'S** property, so that the **COUNTY** can adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of Miami-Dade County. Consent, when required, shall not unreasonably be withheld by the **DEPARTMENT'S** Director or his designee. If the **DEVELOPER'S** property is transferred or conveyed, the **DEVELOPER**, its successors or assigns, as applicable, shall remain liable to the **COUNTY** for all sums of money and all obligations due hereunder unless released in writing by the **COUNTY**.

8. **Exhibit "A"** of **The Agreement** is hereby replaced by **Exhibit "A"** attached hereto.

9. **Exhibit "A-1"** of **The Agreement** is hereby replaced by **Exhibit "A-1"** attached hereto.

10. **Exhibit "B"** of **The Agreement** is hereby replaced by **Exhibit "B"** attached hereto.

11. **Exhibit "C"** of **The Agreement** is hereby replaced by **Exhibit "C"** attached hereto.

All terms and conditions of **The Agreement** and **Addendum Number One** not specifically modified by this **Addendum Number Two** shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials as of the day and year above written.

WITNESSETH:

MIAMI - DADE COUNTY

_____
signature

By: _____
Sandra P. Alvarez, New Business Manager

_____
print name

For: Lester Sola, Director
Miami-Dade Water and Sewer Department

_____
signature

_____
print name

STATE OF FLORIDA
COUNTY OF MIAMI - DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by **Sandra P. Alvarez, New Business Manager,** for **Lester sola, Director,** of the Miami-Dade Water and Sewer Department, who is personally known to me and did not take an oath.

_____
Notary Public

_____
Serial Number

_____
print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

FDG HIALEAH, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: _____
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

signature

Jose M. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of FDG Hialeah LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

JESSICA PEREZ
MY COMMISSION # FF 997576
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

Jessica Perez
Notary Public

Serial Number

print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 1, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: [signature]
signature

Brenda Johnson
print name

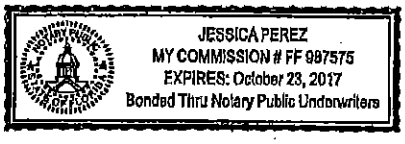
Kolleen Cobb, Vice President

signature

Jose M. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 1 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.



Jessica Perez
Notary Public

Serial Number

print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 2, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: _____
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

_____
signature

Joy M. Gowler
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 2 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

JESSICA PEREZ
MY COMMISSION # FF 987575
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

_____
Notary Public

_____
Serial Number

_____
print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 3, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: _____
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

signature

Jose M. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 3 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

JESSICA PEREZ
MY COMMISSION # FF 987575
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

Notary Public

Serial Number

print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 4, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: [signature]
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

[signature]
signature

José M. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 4 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

[signature]
Notary Public

JESSICA PEREZ
MY COMMISSION # FF 987575
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

Serial Number

print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 5, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: _____
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

_____
signature

Joe U. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 5 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

JESSICA PEREZ
MY COMMISSION # FF 987575
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

Jessica Perez
Notary Public

Serial Number

print name

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

WITNESSETH:

SFLC BUILDING 6, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

Brenda Johnson
signature

By: _____
signature

Brenda Johnson
print name

Kolleen Cobb, Vice President

signature

Jose M. Gonzalez
print name

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of September, 2016, by Kolleen Cobb, Vice President of SFLC Building 6 LLC, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

JESSICA PEREZ
MY COMMISSION # FF 987575
EXPIRES: October 23, 2017
Bonded Thru Notary Public Underwriters

Jessica Perez
Notary Public

Serial Number

print name

Approved for Legal Sufficiency:

Assistant County Attorney

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

EXHIBIT "A" OF AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FDG HIALEAH, LLC, et al

LEGAL DESCRIPTION OF PROPERTY

SFLC NORTH

A PORTION OF TRACTS 52, 53, 54, 55 AND 56 IN SECTION 23, TOWNSHIP 53 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND A PORTION OF THE UNPLATTED EAST 1/2 OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, ALL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 23, ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 26; THENCE NORTH 01°33'21" WEST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 23, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF NW 87th AVENUE (LEILANI ROAD) 1303.22 FEET; THENCE SOUTH 88°15'37" WEST 41.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01°33'26" EAST 168.88 FEET; THENCE SOUTH 09°10'54" WEST 88.84 FEET; THENCE SOUTH 05°52'36" WEST 142.50 FEET; THENCE SOUTH 02°49'32" WEST 107.84 FEET; THENCE SOUTH 07°04'28" WEST 101.84 FEET; THENCE SOUTH 02°13'38" EAST 68.88 FEET; THENCE SOUTH 05°10'15" WEST 192.27 FEET; THENCE SOUTH 03°12'45" WEST 96.97 FEET; THENCE SOUTH 05°33'50" EAST 180.40 FEET; THENCE SOUTH 87°20'55" EAST 23.26 FEET; THENCE SOUTH 00°38'33" EAST 734.06 FEET; THENCE SOUTH 01°02'43" EAST 723.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW 36th STREET EXTENSION (STATE ROAD No. 948) AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 87220-2506, SHEET 5 OF 12; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) NORTH 64°48'20" WEST 441.15 FEET; 2) NORTH 01°25'50" WEST 163.31 FEET; 3) NORTH 68°48'35" WEST 356.26 FEET; 4) SOUTH 01°17'05" EAST 70.29 FEET; 5) NORTH 68°48'35" WEST 374.37 FEET; THENCE NORTH 01°07'14" WEST 1,692.61 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,056.50 FEET, A CENTRAL ANGLE OF 04°03'58", FOR AN ARC DISTANCE OF 72.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 02°56'21" EAST 131.69 FEET; THENCE SOUTH 88°48'30" WEST 14.82 FEET; THENCE NORTH 05°58'25" EAST 173.55 FEET; THENCE NORTH 09°55'25" EAST 513.52 FEET; THENCE SOUTH 80°10'40" EAST 71.53 FEET TO A POINT OF CURVATURE; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 40°35'19", FOR AN ARC DISTANCE OF 32.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 625.06 FEET, A CENTRAL ANGLE OF 55°35'43", FOR AN ARC DISTANCE OF 607.03 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 02°38'19" WEST; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 488.32 FEET, A CENTRAL ANGLE OF 39°27'50", FOR AN ARC DISTANCE OF 334.96 FEET; THENCE NORTH 89°52'10" EAST 59.37 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE FROM WHICH A RADIAL LINE BEARS NORTH 88°37'10" WEST; THENCE SOUTHERLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 4,907.00 FEET, A CENTRAL ANGLE OF 1°57'18", FOR AN ARC DISTANCE OF 167.32 FEET; THENCE NORTH 86°15'57" EAST 62.51 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 2,791,231 SQUARE FEET (64.0778 ACRES), MORE OR LESS.

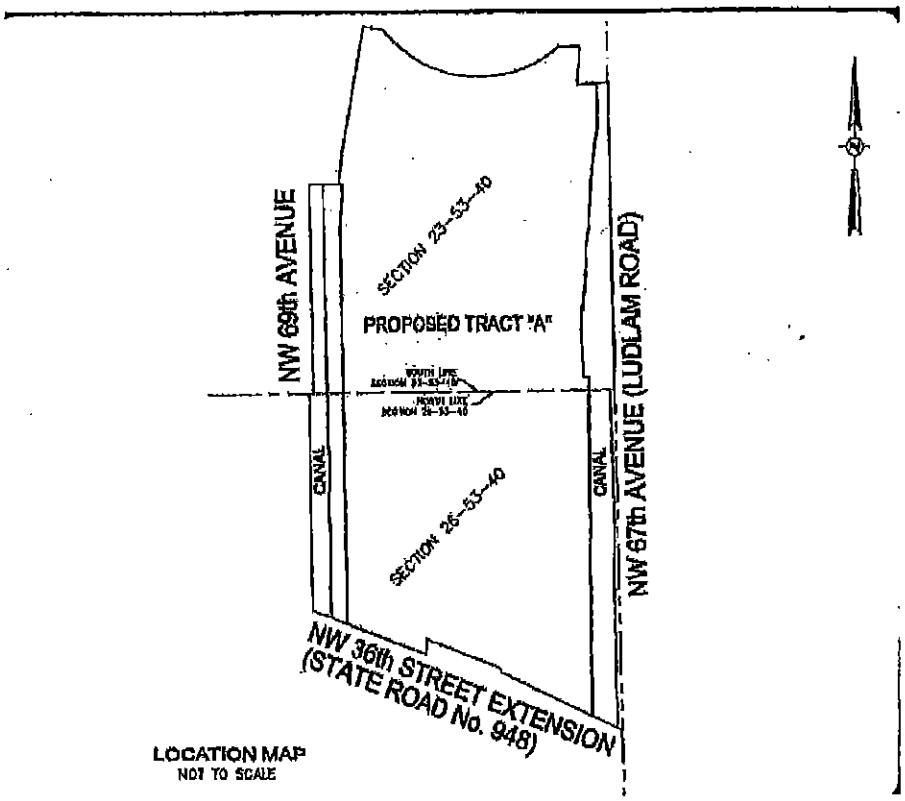
SFLC SOUTH

A PORTION OF LAND LYING IN THE EAST HALF OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; THENCE S01°48'25"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION FOR 1450.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36 STREET (STATE ROAD NO. 948) EXTENSION AS SHOWN ON "F.D.O.T. RIGHT-OF-WAY MAP, SECTION 87673-2601", PLAT BOOK 75, PAGE 80, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE: S88°11'35"W FOR 20.00 FEET; S01°48'25"E FOR 1.80 FEET; N65°10'55"W FOR 559.31 FEET; THENCE S01°48'22"E FOR 232.87 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36TH STREET AS SHOWN ON SAID RIGHT-OF-WAY MAP, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 36 STREET FOR THE FOLLOWING THREE (3) COURSES: THENCE S01°50'55"E FOR 113.39 FEET; THENCE N88°18'15"E FOR 306.82 FEET; THENCE S72°30'31"E FOR 115.00 FEET; THENCE S01°24'12"E FOR 1250.01 FEET; THENCE N84°23'45"W FOR 394.65 FEET; THENCE N52°18'50"W FOR 624.86 FEET; THENCE S29°09'19"W FOR 428.30 FEET; THENCE N01°33'10"W FOR 853.73 FEET; THENCE N01°23'31"W FOR 839.97 FEET; THENCE N01°22'56"W FOR 108.00 FEET; THENCE S69°11'10"E FOR 376.55 FEET; THENCE S01°33'40"E FOR 108.14 FEET; THENCE S01°33'40"E FOR 70.29 FEET; THENCE S69°11'10"E FOR 357.42 FEET TO THE POINT OF BEGINNING, CONTAINING 33.44 ACRES, MORE OR LESS.

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

SFLC NORTH PROPERTY SCKETCH

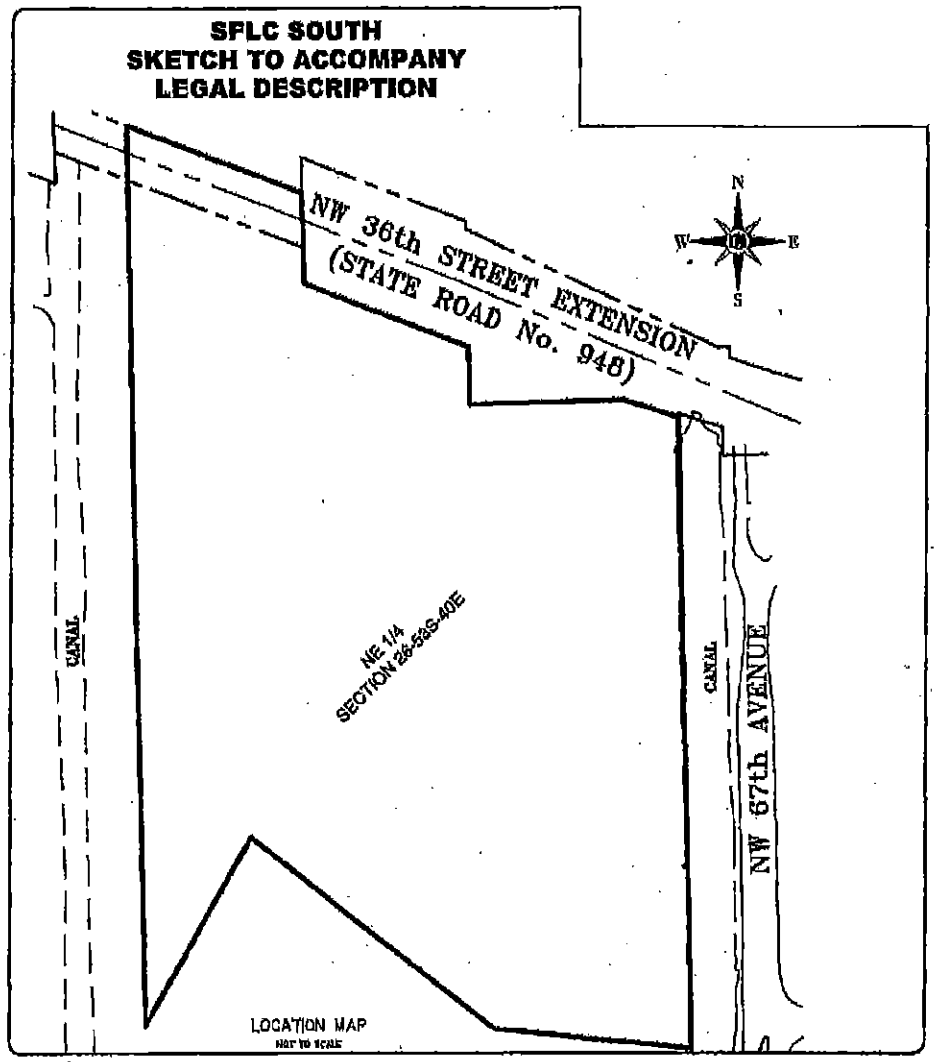


LOCATION MAP
NOT TO SCALE

"A" 2 of 3

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

SFLC SOUTH PROPERTY SCKETCH



"A" 3 of 3

EXHIBIT "B" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
FDG HIALEAH, LLC,et al

SCHEDULE OF DAILY RATED GALLONAGE FOR VARIOUS OCCUPANCY

TYPES OF LAND USES	GALLONS PER DAY (GPD)
RESIDENTIAL LAND USES	
Single Family Residence	220 gpd/unit (under 3001 sq. ft)
	320 gpd/unit (3001-5000 sq. ft.)
	550 gpd/unit (over 5,000 sq. ft.)
Townhouse Residence	180 gpd/unit
Apartment	150 gpd/unit
Mobile Home Residence/Park	180 gpd/unit
Duplex or Twin Home Residence	180 gpd/unit
COMMERCIAL LAND USES	
Barber Shop	15 gpd/100 sq. ft.
Beauty Shop	25 gpd/1 00 sq. ft.
Bowling Alley	100 gpd/lane
Dentist's Office	20 gpd/100 sq. ft.
Physician's Office	20 gpd/100 sq. ft.
Bar and Cocktail Lounge	20 gpd/100 sq. ft.
Restaurant	
a) Full Service	100 gpd/100 sq. ft.
b) Fast-Food	50 gpd/100 sq. ft.
c) Take-Out	100 gpd/100 sq. ft.
Hotel or Motel	100 gpd/room
Office Building (County)	5 gpd/100 sq. ft.
Office Building (Other)	5 gpd/100 sq. ft.
Motor Vehicle Service Station	10 gpd/100 sq. ft.
Shopping Center/Mall	
a) Retail/Store	10 gpd/100 sq. ft.
Stadium, Racetrack, Ballpark, Fronton, Auditorium, etc.	3 gpd/seat
Retail/Store	10 gpd/100 sq. ft.
Theater	
a) Indoor Auditorium	3 gpd/seat
b) Outdoor Drive-in	5 gpd/space
Camper or R.V. Trailer Park	150 gpd/space
Banquet Hall	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

TYPES OF LAND USES (CONTINUED)	GALLONS PER DAY (GPD)
Car Wash a) Hand-Type	350 gpd/bay
b) Automated (drive through)	5,500 gpd/bay
Coin Laundry	145 gpd/washer
Country Club	15 gpd/100 sq. ft.
a) With Kitchen	50 gpd/100 sq. ft.
Funeral Home	10 gpd/100 sq. ft.
Gas Station/Convenience Store/Mini-Mart	450 gpd/unit
a) w/ Single Automated Car Wash	1,750 gpd/unit
Health Spa or Gym	10 gpd/100 sq. ft.
Veterinarian Office	20 gpd/100 sq. ft.
Kennel	15 gpd/cage
Marina	60 gpd/slip
Food Preparation Outlet (Bakeries, Meat Markets, Commissaries, etc.)	35 gpd/100 sq. ft.
Pet Grooming	55 gpd/100 sq. ft.
INDUSTRIAL LAND USES	
Airport a) Common Area/Concourse	5 gpd/100 sq. ft.
b) Retail/Store	10 gpd/100 sq. ft.
c) Food Service	see restaurant use
House of Worship	10 gpd/100 sq. ft.
Hospital	250 gpd/bed
Nursing/Convalescent Home	150 gpd/bed
Public Park a) With toilets only	5 gpd/person
b) With toilets and showers	20 gpd/person
Other Residential Institution/Facility	CLF: 75 gpd/bed
	JAIL: 150 gpd/bed
	OTHER: 100 gpd/person
School a) Day care/Nursery	20 gpd/100 sq. ft.
b) Regular School (with or without cafeteria)	12 gpd/100 sq. ft.
Public Swimming Pool Facility	30 gpd/person
Industrial a) Warehouse/Spec. Building	1 gpd/100 sq. ft.
b) Mini Storage	1.5 gpd/100 sq. ft.
c) Industrial - Wet	20 gpd/100 sq. ft.
d) Industrial - Dry	2.5 gpd/100 sq. ft.

LEGEND:

gpd - gallons per day
sq. ft. - square feet

NOTES:

1) Sewage gallonage refers to sanitary sewage flow on a per unit and/or use basis for average daily flow in gallons per day.

2) Condominiums shall be rated in accordance with the specific type of use (i.e. apartment, townhouse, warehouse, etc.).

SOUTH FLORIDA LOGISTICS CENTER, ID# 20724

EXHIBIT "C" OF AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
FDG HIALEAH, LLC, et al

BUILDING CONNECTION SCHEDULE

TYPE AND NUMBER OF UNITS	GALLONAGE (gpd)	COMPLETION OF BUILDING CONNECTION
To Construct and connect to the County's water and sewer systems:		
1,586,353 sq-ft of industrial warehouse	15,863	2016 - 2018
54,152 sq-ft of office building	2,708	2016 - 2018